

## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following contracts on behalf of the Arts and Culture Department for the FY 2005 Art Windows of El Paso Visual Arts Series to be held at the El Paso International Airport, as recommended by the Arts and Culture Advisory Board and staff.

1. Elaine Johnson; cost of \$500.00 for exhibit during the period of November 1, 2004 through January 27, 2005.
2. Suzanne Kane; cost of \$500.00 for exhibit during the period of January 31, 2005 through April 28, 2005.
3. Jose Cisneros; cost of \$500.00 for exhibit during the period of May 2, 2005 through July 28, 2005.
4. Adair Margo; cost of \$500.00 for exhibit during the period of August 1, 2005 through October 27, 2005.

ADOPTED THIS 14th day of September, 2004.


THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor


ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John F. Nance  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Alejandrina Drew  
Arts and Culture Department

THE STATE OF TEXAS     )  
COUNTY OF EL PASO     )

**CONTRACT**

This Contract is made and entered into this 14th day of September 2004, by and between the **CITY OF EL PASO**, Texas, a municipal corporation, hereinafter referred to as "CITY" and **ELAINE JOHNSON**, hereinafter referred to as "CONTRACTOR."

The parties to this contract hereby agree as follows:

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1. The City and Contractor agree to exhibit Contractor's artwork in the Art Windows of El Paso, at the El Paso International Airport, during the period of November 1, 2004 through January 27, 2005.
2. The City shall pay rental fee of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for the Exhibition. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department.
3. The City shall provide reasonable insurance for protection against theft, vandalism, adverse environmental conditions or other damage while the exhibition is under its care, custody and control during the exhibition period. Such insurance shall be the sole source of recovery for any damage to the exhibition. Any claim must be filed by the Contractor within thirty (30) days of the last day of the exhibit; failure to do so may result in denial of the claim thereafter. The request for a claim shall be submitted in triplicate form to the Director of the Arts and Culture Department. The claim will be forwarded by the Director to the Office of Management and Budget for processing. The request for a claim must include a verifiable appraisal of any diminution in value from an independent appraiser.

4. Contractor agrees to provide the following advertising and promotional materials at the signing of this Contract:

- Four (4) color slides representing the show
- Resume
- Title of exhibit
- List of artwork exhibiting, including titles, value, price, media and dimensions of each piece.
- Additional promotional material (photographs, reviews etc.) if any

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5. City's staff will be responsible for promotion and printing of invitations, as well as unpacking, hanging, and re-packing of Exhibitions materials. The City's staff actions as to the hanging of Contractor's artwork shall be final. The Contractor agrees to allow the City to exercise sole discretion in the selection of art to be displayed, as well as the location and arrangement of such display; however, the Contractor may submit a layout as to how the work should be displayed. Artwork must be properly matted, wired, framed, and ready to hang. Artwork submitted for the exhibit must be the medium selected by the panel. The City exercises the right to display all, part, or none of art submitted by the Contractor under this Contract. The Contractor agrees that the City's decision regarding the display of any or all of the Contractor's work shall be final.

6. Contractor shall be responsible for delivering the artwork by October 27, 2004, and for picking up the artwork from the City's Arts and Culture Department on January 28, 2005. Any artwork remaining with the City's Arts and Culture Department after January 28, 2005 shall be stored at the Contractor's expense. The City shall not be responsible for any loss or damage to Contractor's artwork arising from such storage.

7. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso  
Attention: Mayor  
2 Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department  
2 Civic Center Plaza, 6<sup>th</sup> Floor  
El Paso, TX 79901-1196

CONTRACTOR: Elaine Johnson

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or to such other addresses as the parties may indicate to each other in writing.

8. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

(Signatures begin on the following page)

**WITNESS THE FOLLOWING SIGNATURES AND SEAL:**

THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John F. Nance  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Alejandrina Drew  
Director, Arts and Culture Department

THE STATE OF TEXAS     )

**CONTRACT**

COUNTY OF EL PASO     )

This Contract is made and entered into this 14th day of September 2004, by and between the **CITY OF EL PASO**, Texas, a municipal corporation, hereinafter referred to as "CITY" and **SUZANNE KANE** hereinafter referred to as "CONTRACTOR."

The parties to this contract hereby agree as follows:

1.     The City and Contractor agree to exhibit Contractor's artwork in the Art Windows of El Paso, at the El Paso International Airport, during the period of January 31, 2005 through April 28, 2005.
2.     The City shall pay rental fee of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for the Exhibition. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department.
3.     The City shall provide reasonable insurance for protection against theft, vandalism, adverse environmental conditions or other damage while the exhibition is under its care, custody and control during the exhibition period. Such insurance shall be the sole source of recovery for any damage to the exhibition. Any claim must be filed by the Contractor within thirty (30) days of the last day of the exhibit; failure to do so may result in denial of the claim thereafter. The request for a claim shall be submitted in triplicate form to the Director of the Arts and Culture Department. The claim will be forwarded by the Director to the Office of Management and Budget for processing. The request for a claim must include a verifiable appraisal of any diminution in value from an independent appraiser.

4. Contractor agrees to provide the following advertising and promotional materials at the signing of this Contract:

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- Resume
- Title of exhibit
- List of artwork exhibiting, including titles, value, price, media and dimensions of each piece.
- Additional promotional material (photographs, reviews etc.) if any

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5. City's staff will be responsible for promotion and printing of invitations, as well as unpacking, hanging, and re-packing of Exhibitions materials. The City's staff actions as to the hanging of Contractor's artwork shall be final. The Contractor agrees to allow the City to exercise sole discretion in the selection of art to be displayed, as well as the location and arrangement of such display; however, the Contractor may submit a layout as to how the work should be displayed. Artwork must be properly matted, wired, framed, and ready to hang. Artwork submitted for the exhibit must be the medium selected by the panel. The City exercises the right to display all, part, or none of art submitted by the Contractor under this Contract. The Contractor agrees that the City's decision regarding the display of any or all of the Contractor's work shall be final.

6. Contractor shall be responsible for delivering the artwork by January 26, 2005, and for picking up the artwork from the City's Arts and Culture Department on April 29, 2005. Any artwork remaining with the City's Arts and Culture Department after April 29, 2005 shall be stored at the Contractor's expense. The City shall not be responsible for any loss or damage to Contractor's artwork arising from such storage.

7. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso  
Attention: Mayor  
2 Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department  
2 Civic Center Plaza, 6<sup>th</sup> Floor  
El Paso, TX 79901-1196

CONTRACTOR: Suzanne Kane

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or to such other addresses as the parties may indicate to each other in writing.

8. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

(Signature begin on the following page)



**WITNESS THE FOLLOWING SIGNATURES AND SEAL:**

THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk


CONTRACTOR:

Print Name: SUZANNE KANE


Signature: 

Title: ARTIST

APPROVED AS TO FORM:

  
John F. Nance  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Alejandrina Drew  
Director, Arts and Culture Department

THE STATE OF TEXAS     )  
COUNTY OF EL PASO     )

**CONTRACT**

This Contract is made and entered into this 14th day of September 2004, by and between the **CITY OF EL PASO**, Texas, a municipal corporation, hereinafter referred to as "CITY" and **JOSE CISNEROS** hereinafter referred to as "CONTRACTOR".

The parties to this contract hereby agree as follows:

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1.     The City and Contractor agree to exhibit Contractor's artwork in the Art Windows of El Paso, at the El Paso International Airport, during the period of May 2, 2005 through July 28, 2005.
2.     The City shall pay rental fee of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for the Exhibition. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department.
3.     The City shall provide reasonable insurance for protection against theft, vandalism, adverse environmental conditions or other damage while the exhibition is under its care, custody and control during the exhibition period. Such insurance shall be the sole source of recovery for any damage to the exhibition. Any claim must be filed by the Contractor within thirty (30) days of the last day of the exhibit; failure to do so may result in denial of the claim thereafter. The request for a claim shall be submitted in triplicate form to the Director of the Arts and Culture Department. The claim will be forwarded by the Director to the Office of Management and Budget for processing. The request for a claim must include a verifiable appraisal of any diminution in value from an independent appraiser.

4. Contractor agrees to provide the following advertising and promotional materials at the signing of this Contract:

- Four (4) color slides representing the show
- Resume
- Title of exhibit
- List of artwork exhibiting, including titles, value, price, media and dimensions of each piece.
- Additional promotional material (photographs, reviews etc.) if any

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5. City's staff will be responsible for promotion and printing of invitations, as well as unpacking, hanging, and re-packing of Exhibitions materials. The City's staff actions as to the hanging of Contractor's artwork shall be final. The Contractor agrees to allow the City to exercise sole discretion in the selection of art to be displayed, as well as the location and arrangement of such display; however, the Contractor may submit a layout as to how the work should be displayed. Artwork must be properly matted, wired, framed, and ready to hang. Artwork submitted for the exhibit must be the medium selected by the panel. The City exercises the right to display all, part, or none of art submitted by the Contractor under this Contract. The Contractor agrees that the City's decision regarding the display of any or all of the artwork work shall be final.

6. Contractor shall be responsible for delivering the artwork by April 27, 2005, and for picking up the artwork from the City's Arts and Culture Department on July 29, 2005. Any artwork remaining with the City's Arts and Culture Department after July 29, 2005 shall be stored at the Contractor's expense. The City shall not be responsible for any loss or damage to Contractor's artwork arising from such storage.

7. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso  
Attention: Mayor  
2 Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department  
2 Civic Center Plaza, 6<sup>th</sup> Floor  
El Paso, TX 79901-1196

CONTRACTOR: Jose Cisneros

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or to such other addresses as the parties may indicate to each other in writing.

8. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

(Signatures begin on the following page)

**WITNESS THE FOLLOWING SIGNATURES AND SEAL:**

THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John F. Nance  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Alejandrina Drew  
Director, Arts and Culture Department

THE STATE OF TEXAS     )  
COUNTY OF EL PASO     )

**CONTRACT**

This Contract is made and entered into this 14th day of September 2004, by and between the **CITY OF EL PASO**, Texas, a municipal corporation, hereinafter referred to as "CITY" and **ADAIR MARGO** hereinafter referred to as "CONTRACTOR".

The parties to this contract hereby agree as follows:

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1. The City and Contractor agree to exhibit the artwork of Tom Lea in the Art Windows of El Paso, at the El Paso International Airport, during the period of August 1, 2005 through October 27, 2005.
2. The City shall pay rental fee of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for the Exhibition. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department.
3. The City shall provide reasonable insurance for protection against theft, vandalism, adverse environmental conditions or other damage while the exhibition is under its care, custody and control during the exhibition period. Such insurance shall be the sole source of recovery for any damage to the exhibition. Any claim must be filed by the Contractor within thirty (30) days of the last day of the exhibit; failure to do so may result in denial of the claim thereafter. The request for a claim shall be submitted in triplicate form to the Director of the Arts and Culture Department. The claim will be forwarded by the Director to the Office of Management and Budget for processing. The request for a claim must include a verifiable appraisal of any diminution in value from an independent appraiser.

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6. Contractor shall be responsible for delivering the artwork by July 27, 2005, and for picking up the artwork from the City's Arts and Culture Department on October 28, 2005. Any artwork remaining with the City's Arts and Culture Department after October 28, 2005 shall be stored at the Contractor's expense. The City shall not be responsible for any loss or damage to Contractor's artwork arising from such storage.

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Attention: Mayor  
2 Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department  
2 Civic Center Plaza, 6<sup>th</sup> Floor  
El Paso, TX 79901-1196

CONTRACTOR: Adair Margo

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or to such other addresses as the parties may indicate to each other in writing.

8. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

(Signature begin on the following page)



**WITNESS THE FOLLOWING SIGNATURES AND SEAL:**

THE CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

CONTRACTOR:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
John F. Nance  
Assistant City Attorney

\_\_\_\_\_  
Alejandrina Drew  
Director, Arts and Culture Department